

**INTERAGENCY AGREEMENT**  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
THE ARIZONA CONSERVATION CORPS

THIS AGREEMENT is entered into 22 MARCH, 1994,  
between agencies of the STATE OF ARIZONA, to wit; the  
DEPARTMENT OF TRANSPORTATION, acting by and through its  
HIGHWAYS DIVISION (the "DOT") and the ARIZONA CONSERVATION  
CORPS, acting by and through its EXECUTIVE DIRECTOR (the "ACC").

I. RECITALS

1. The DOT is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the DOT.

2. The ACC is empowered by Arizona Revised Statutes  
Section 41-519 et seq to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the ACC.

3. The DOT has an ongoing requirement for a capable work  
force to perform routine highway maintenance and related  
duties. The ACC desires to provide hands-on employment and  
human resource development and training opportunities for  
corpsmembers, including, but not limited to, roadway litter  
removal, right-of-way brush and weed control, landscape and  
irrigation system maintenance, drainage enhancements,  
maintenance yard structure repairs, etc.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

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## II. SCOPE

### 1. The DOT will:

a. Provide appropriate traffic control, safety equipment, hand tools and related materials necessary to accomplish the work.

b. Identify work tasks in advance and provide the ACC form WO-1 Work Activity Application and any other documents required by the ACC. Conduct prework meetings, coordinate with ACC project leaders, monitor the work and provide guidance. Ensure no work is performed on the traveled portions of the roadway. On an exception basis, and by the mutual agreement of the parties hereto on a project by project basis, provide sanitary facilities. Inspect completed work and advise ACC of acceptability.

c. No more often than monthly, reimburse ACC for work performed in accordance with the rates reflected on Exhibit A, which is attached hereto and made a part hereof, (and which may be updated as appropriate upon agreement of the parties), within 30 days after receipt of invoices.

### 2. The ACC will:

a. Respond to DOT's work requests with a work schedule by work units and dates, including anticipated completion date. Provide DOT daily work reports on a weekly basis.

b. Provide transportation to and from work sites, project supervision, food, water and sanitary facilities for the ACC work units. Provide appropriate care for tools and equipment, maintain accountability of same, and promptly return same to DOT upon request.

c. Invoice DOT for work performed at the rates established on Exhibit A, excluding travel time.

d. Be responsible for all functions of ACC activity, and for any and all damages the ACC may suffer as a result of claims, demands, costs, judgements or attorney's fees arising out of the performance or nonperformance of the ACC or its agents in carrying out any provisions of this agreement.

e. Remove from the work contemplated by this agreement any person who endangers other persons or property, or whose participation under this agreement is inconsistent with the best interests of the DOT.

### III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. This agreement shall become effective upon filing with the Secretary of State, and may be amended in writing by agreement of the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Manager, Contract Maintenance Services  
1655 West Jackson Street Mail Drop 118F  
Phoenix, AZ 85007

Arizona Conservation Corps  
Executive Director  
411 North Central Avenue Suite 102  
Phoenix, AZ 85004

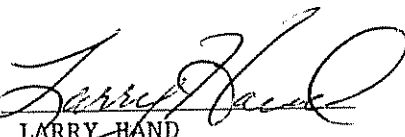
7. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

ARIZONA CONSERVATION CORPS

DEPARTMENT OF TRANSPORTATION

By   
LARRY HAND  
Executive Director

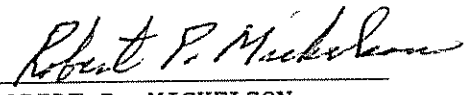
By   
ROBERT P. MICKELSON  
Chief Deputy State Engineer

Exhibit A

JPA 94-31

**Rate Schedule**

|                         |                         |
|-------------------------|-------------------------|
| ACC Corpsmember Workers | \$5.72 per work hour*   |
| ACC Project Leaders     | \$12.85 per work hour** |

\* - includes Social Security and Workmen's Compensation insurance

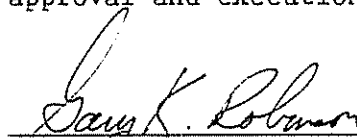
\*\* - includes all employee related expenses

RESOLUTION

BE IT RESOLVED on this 15th day of February 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona Conservation Corps for the purpose of defining responsibilities for the ACC to provide hands-on work skills training to corpsmembers performing routine highway related maintenance along state highways.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

For:

  
\_\_\_\_\_  
LARRY S. BONINE  
Director